

THIRD AMENDMENT TO LICENSE AGREEMENT

This Third Amendment to License Agreement ("Third Amendment"), being made this 21st day of November, 2006, between **MONTGOMERY COUNTY, MARYLAND**, a body corporate and politic and a political subdivision of the State of Maryland, (hereinafter designated as the "COUNTY") and **WASHINGTON D.C. SMSA LIMITED PARTNERSHIP d/b/a Verizon Wireless** with principal offices at One Verizon Way, Basking Ridge, NJ 07920 (hereinafter designated as the "LICENSEE"). (LICENSEE and COUNTY, together, the "PARTIES".)

WHEREAS, the COUNTY and LICENSEE entered into a License Agreement dated February 19, 1997 for property located at 12100 Darnestown Road, Gaithersburg, Maryland (the "Agreement"); and

WHEREAS, the COUNTY and LICENSEE entered into an Amendment to License Agreement dated February 25, 2002 (the "First Amendment"), and entered into a Second Amendment to License Agreement dated August 26, 2003 (the "Second Amendment"); and

WHEREAS, a copy of the Agreement, First Amendment and Second Amendment are attached hereto and made a part hereof; and

WHEREAS, the PARTIES desire to extend the term of the Agreement, and to adjust the rental terms.

NOW THEREFORE, in consideration of the premises and intending to be legally bound hereby, the PARTIES hereto agree to the following changes and modifications to the Agreement.

1. **TERM EXTENSION:** The term of this Agreement extension shall be five (5) years to commence on March 1, 2007, and expire on February 28, 2012. The PARTIES acknowledge that first day of the extension term is being adjusted to commence on the first (1st) day of the month, and LICENSEE waives any interest in the overlapping rental payments for a portion of March 2007.

2. **RENTAL ADJUSTMENTS:** It is agreed between the PARTIES that the annual rent payable by LICENSEE to the COUNTY is as set forth in the following schedule:

		ANNUAL RENT	MONTHLY RENT
LY 1	March 1, 2007	\$28,934.76	\$2,411.23
LY 2	March 1, 2008	\$29,802.80	\$2,483.56
LY 3	March 1, 2009	\$30,696.88	\$2,558.07
LY 4	March 1, 2010	\$31,617.79	\$2,634.81
LY 5	March 1, 2011	\$32,566.32	\$2,713.86

2. The Second Amendment shall reflect a change of notices address for the COUNTY. The new address is: Montgomery County, Department of Public Works and Transportation
Office of Real Estate
101 Monroe Street 10th Floor
Rockville, MD 20850

With a copy to:

Montgomery County
Office of County Attorney
101 Monroe Street 3rd Floor
Rockville, MD 20850

3. Except as modified herein, all other terms and conditions of the Agreement will remain in full force and effect.

[Signatures lines follow on page 3]

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and affixed their respective seals the day and year above written.

LICENSEE:
WASHINGTON D.C. SMSA LIMITED
PARTNERSHIP d/b/a Verizon Wireless
By: Cellco Partnership, Its General Partner

Dianna Lynda
Witness

BY: *[Signature]*
David R. Heverling
Vice President, Network - Northeast Area
Date: 11/14/06

COUNTY:
MONTGOMERY COUNTY, MARYLAND

Rebecca S. Domaruk
Witness

By: *[Signature]*
Name: Joseph F. Beach
Title: Assistant Chief Administration Officer
Date: 11/21/06

APPROVED AS TO FORM AND
LEGALITY OFFICE OF THE
COUNTY ATTORNEY

By: *Gileen S. Brennan*
Associate County Attorney

Date: 9/20/2006

RECOMMENDED BY:

By: *[Signature]*
Cynthia Brenneman, Director
Office of Real Estate

Date: 9/14/06